

REMARKS

In accordance with the foregoing, claim 1 is amended. No new matter is added. Claims 1, 2, 4-24, 29 and 30 are pending and under consideration.

CLAIM REJECTIONS UNDER 35 U.S.C. § 103

Claims 1, 2, 4-24, 29 and 30 are rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over U.S. Patent No. 6,487,600 to Lynch (hereinafter "Lynch") in view of U.S. Patent Application Publication No. 2002/0120783 to Evgey ("Evgey").

Independent claim 1 patentably distinguishes over the cited prior art references at least by reciting "wherein said distribution-condition-accepting means receive a stop condition for stopping said distribution-catenating means."

The Office Action asserts that the above-identified feature is taught or suggested by the "back off rules including an expiration time" which statement is allegedly supported by (i) col. 7, lines 46-50, (ii) lines 61-64 and (iii) col. 8 lines 15-26 of Lynch.

Lynch does not describe a stop condition, stopping distribution or an expiration time. In portion (i), Lynch asserts

The suggestion rules and backoff rules form a portion of the communication rules. Additional communication rules include, for example, time constraint rules, server choice rules, preference rules, emergency rules, operating mode rules and other rules.

Portion (i) reproduced above, does not teach or suggest a stop condition, stopping distribution or an expiration time, but merely states that among the communication rules there are "time constraints rules." Further in portion (ii), Lynch states

In general, the suggestion rules are employed to schedule both the initiation and the receipt of calls. In performing such scheduling with the suggestion rules, particular times and/or particular time intervals are provided for link formation between network members.

Portion (ii) (see above) further specifies that timing constraints as "particular times and/or particular time intervals" at which links may be formed between network members.

Finally, in portion (iii), Lynch discloses backoff rules when a network member has difficulties in establishing communication with another network member. However, the backoff rules do not suggest abandoning distribution of data but merely how to deal with a local/singular communication difficulty. Even if communication with one network member fails, the distribution to other network members of a metanetwork continues. Thus, the indicated portions of Lynch as

well as Lynch's disclosure as a whole fail to teach or suggest "said distribution-condition-accepting step includes receiving a stop condition for stopping said distribution-catenating step" as recited in claim 1.

Evgey does not correct or compensate the above-identified failure of Lynch in teaching or suggesting all the features of independent claim 1. In fact, Evgey's abstract explicitly states that data is sent to "an unlimited number of recipients" which means that there is no stopping of the distribution.

Claim 1 is amended herewith to further specify that the distribution-condition-accepting step includes "stopping repeating the second distribution step when the stop condition is satisfied." The added language explicitly recites an action that was inherent in view of the previously recited (and as argued above not rendered obvious by the prior art) "receiving a stop condition for stopping said distribution-catenating step." The prior art does not teach or suggest "stopping repeating ..." as recited in amended claim 1.

In view of the above arguments, independent claim 1, and claims 2, and 4-21 depending from claim 1 are patentable.

Independent claim 22 patentably distinguishes over the cited prior art at least by reciting "a distribution-catenating means for iteratively activating said second distribution means, wherein said distribution-condition-accepting means receive a stop condition for stopping said distribution-catenating means."

Independent claim 23 patentably distinguishes over the cited prior art at least by reciting "a distribution-catenating step [...] [that] includes receiving a stop condition for stopping said distribution-catenating step."

Independent claim 24 patentably distinguishes over the cited prior art at least by reciting "a distribution-catenating means for iteratively activating said second distribution means, wherein said distribution-condition-accepting means receive a stop condition for stopping said distribution-catenating means."

Independent claim 29 patentably distinguishes over the cited prior art at least by reciting "distributing the distribution content one after another to user terminals on the buddy lists of terminals that have received the distribution content until the stop distribution condition is met." Same portions (i), (ii), and (iii) of Lynch are indicated as including relevant disclosure relative to the above feature of claim 29. However, as argued above, the indicated portions, Lynch's disclosure as a whole and Evgey do not render obvious stopping the distribution when a stop distribution condition is met.

Independent claim 30 patentably distinguishes over the cited prior art at least by reciting "distributing the distribution content from user terminals that received the distribution content to corresponding one or more user terminals on buddy lists of the respective user terminals until a stop distribution condition provided by the first terminal is met." Applicants respectfully note that according to claim 30, the first terminal providing the distribution data also provides the stop distribution condition. In Lynch, the backoff rules which the Office Action invokes as corresponding to the stop condition are not provided by a network member but are established during the metanetwork setup.

INTERVIEW REQUEST

Applicants respectfully request the Examiner to grant an interview to Applicants' representative before making a decision on the merits in this case.

CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

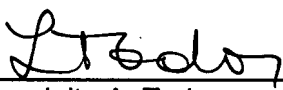
Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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